

ARBITRATION AGREEMENT

This Arbitration Agreement (the "Agreement") is made on this 15th day of November, 2018 between the Town of Fairfield and Michael Tetreau, located at 611 Old Post Road, Fairfield, CT, and Julian Development LLC and Julian Enterprises, Inc., located at 57 Brunswick Avenue, Fairfield, CT.

The parties agree as follows:

1. **Arbitration.** The parties agree to submit to binding arbitration the claims they have against each other currently pending before the Superior Court in Bridgeport, captioned *Town of Fairfield vs. Julian Development, LLC, et al.*, Docket No: CV17-5032827-S and *Julian Development, LLC vs Town of Fairfield et al.*, Docket No: CV17-6064831-S. These civil cases shall be withdrawn upon the execution of this Agreement.
2. **Arbitration Procedure.** The parties agree to enter into arbitration pursuant to the rules of the Connecticut Arbitration Act unless expressly modified by this Agreement. The parties agree that the arbitration hearing shall commence no later than 90 days from the date of this Agreement, and that a decision shall be issued within 30 days after the completion of the hearing. The parties agree upon the following pre-hearing schedule: 1) Written discovery requests shall be propounded by November 21, 2018; 2) Discovery responses, including all document productions, shall be served by December 4, 2018; 3) Experts shall be disclosed by December 18, 2018; and 4) Depositions shall be concluded by January 28, 2019. These time periods may be extended by the arbitrator in the interests of justice or the parties may agree to extend this time in writing.
3. **Arbitrator/Hearing.** The parties have agreed that Judge Elaine Gordon shall be the single arbitrator, and that the hearing shall be from February 13-15, 2019 at the offices of Cohen and Wolf, P.C. in Bridgeport.
4. **Governing Law.** The laws of the State of Connecticut will be applied in the proceedings, without regard to principles of conflict of laws.
5. **Award.** The parties agree to abide by any award issued by the arbitrator upon confirmation by the Superior Court and any damages awarded shall be paid within 30 days of confirmation. The parties agree that the decision is final and binding and reviewable under only limited circumstances by statute.
6. **Arbitration Costs.** The costs of the arbitration will be split equally by the parties, and the parties will be responsible for their own litigation fees, unless otherwise ordered by the arbitrator.

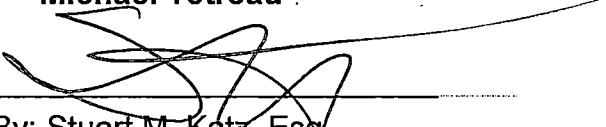
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7. **Order Pendente Lite.** The Prejudgment Remedy Orders in *Town of Fairfield vs. Julian Development, LLC, et al.*, Docket No: CV17-5032827-S, shall be converted to an Order Pendente Lite, pursuant to *Conn. Gen. Stat.* Section 52-422.

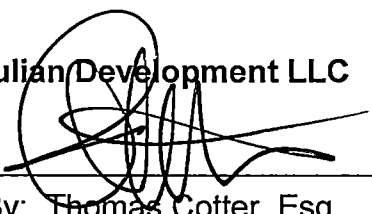
This Agreement has been executed and delivered as of the date first written above.

**Town of Fairfield and
Michael Tetreau**



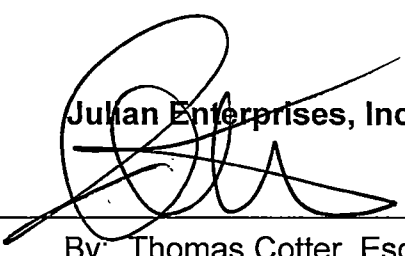
By: Stuart M. Katz, Esq.
Cohen and Wolf, P.C.
Their Counsel

Julian Development LLC



By: Thomas Cotter, Esq.
The Cotter Law Firm
Its Counsel

Julian Enterprises, Inc.



By: Thomas Cotter, Esq.
The Cotter Law Firm
Its Counsel